

*Contract no. 1531*

HACKETTSTOWN COUNCIL OF ADMINISTRATORS

and

THE BOARD OF EDUCATION  
of the TOWN OF HACKETTSTOWN NEW JERSEY

EMPLOYMENT AGREEMENT

July 1, 1992 to June 30, 1994

AGREEMENT made this 24 day of June, 1992, between the HACKETTSTOWN COUNCIL OF ADMINISTRATORS, hereinafter called "Council," and the BOARD OF EDUCATION of the TOWN OF HACKETTSTOWN, in the COUNTY OF WARREN, hereinafter called "Board."

WHEREAS, the parties hereto have reached an AGREEMENT respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to New Jersey State Law, mutually agree as follows:

## TABLE OF CONTENTS

<b>ARTICLE</b>		<b>PAGE NO.</b>
	PREAMBLE .....	2
I	RECOGNITION .....	2
II	NEGOTIATION OF SUCCESSOR AGREEMENT .....	2
III	GRIEVANCE PROCEDURE .....	3
IV	EMPLOYEE'S RIGHTS .....	5
V	COUNCIL RIGHTS AND PRIVILEGES .....	5
VI	BOARD RIGHTS .....	5
VII	SICK LEAVE .....	6
VIII	TEMPORARY LEAVE OF ABSENCE .....	7
IX	EXTENDED LEAVE OF ABSENCE .....	8
X	VACATION AND HOLIDAYS .....	8
XI	INSURANCE PROTECTION .....	8
XII	DEDUCTION FROM SALARY .....	10
XIII	PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	10
XIV	COMPENSATION .....	11
XV	MISCELLANEOUS PROVISIONS .....	11
	DURATION OF THIS AGREEMENT .....	12

MEMORANDUM OF AGREEMENT

## **PREAMBLE**

The Hackettstown Board of Education and the Hackettstown Council of Administrators agree that an effective educational program is fostered by mutual respect, confidence, cooperation, understanding, support, and loyalty between Board members and Administrators working together. The Management Team—composed of Central Office and Council Administrators—is a concept recognized by the Board and the Council as inherent in the Hackettstown School district's philosophy, policy, and operational procedures.

## **ARTICLE I RECOGNITION**

The Board recognizes the Council as the exclusive representative of the following personnel employed by the Board for collective negotiation concerning the terms and conditions of employment:

Principals  
High School Vice-Principal  
Director of Special Services

## **ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The parties agree to enter into collective negotiation over a successor Agreement. Negotiations for the successor Agreement shall commence no later than October 31 of the year prior to termination of the Agreement.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE III GRIEVANCE PROCEDURE**

- A. Definition: A "grievance" within the meaning of this Agreement shall be any controversy or dispute relating to matters of terms and conditions of employment affecting a member of the bargaining unit.
- B. Purpose: The purpose of this procedure is to assure that grievances which cannot be resolved in the course of normal administrative rapport shall be given timely attention and consideration, and assured of ample opportunity for discussion at all administrative levels. The parties to this Agreement acknowledge a mutual desire that settlement of any grievance be secured, if possible, at the lowest administrative level. The parties agree, further, that proceedings be as informal and confidential as may be appropriate at any level of the procedure while yet assuring equitable and complete resolution of the issues of the grievance in an expeditious manner.
- C. Procedure:
  - 1. Level One — Informal Action. A unit member submitting an appeal in accordance with this procedure shall, within ten (10) school days of the alleged grievance, or within ten (10) school days of his knowledge of the alleged grievance, first discuss the matter being grieved informally with his immediate supervisor in an attempt to resolve the matter. The immediate supervisor may, at his discretion, discuss the matter with his supervisor and take other action appropriate to resolve the scope of authority and responsibility of his position in order to resolve the grievance at Level One amicably and in the spirit of good administrative rapport. If the matter is not resolved to the satisfaction of the grievant within ten (10) school days after informal discussion, the procedures prescribed in the following subsection of this section shall become applicable.
  - 2. Level Two — Formal Action: A formal grievance may be filed by an individual unit member, a group of members, or by the Council as the representative of a group of members. Such formal grievance must be initiated within ten (10) school days of the conclusion of Level One Action by submission of the grievance in writing to the Level One supervisor, specifying:
    - a. The nature of the grievance.
    - b. The nature and extent of the injury or loss to the grievant.
    - c. The result of previous discussions in the processing of the grievance.
    - d. The reasons for dissatisfaction with decisions previously rendered.
    - e. The remedy requested.

The immediate supervisor shall communicate his decision in writing within ten (10) school days of receipt of the written grievance. A copy of the written decision at this and all subsequent steps in this procedure shall be forwarded to the Council.

3. Level Three — Superintendent of Schools/Board of Education: Where the Superintendent is the immediate supervisor with whom the grievance was initiated this level of the grievance procedure would be a hearing before the Board or a committee thereof. In other instances, this level of the grievance procedure would be a meeting with the Superintendent. The Superintendent may, at his discretion, discuss the matter with the Board or members of the Administrative organization as may be appropriate to resolve the grievance and may take other action including the conducting of a hearing of the matter with the parties in an attempt to bring about a mutually satisfactory resolution of the issues. Should such attempts at resolution fail to produce a satisfactory solution within twenty (20) school days from the date of receipt of this written grievance by the Superintendent or, should the Superintendent render a decision in writing within the twenty (20) school day period, the grievant may appeal to the Board of Education within ten (10) school days of receipt of the Superintendent's decision or lapse of the twenty (20) day period for resolution at this Superintendent's level. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant and other parties of interest and render a decision in writing within twenty (20) school days of receipt of grievance by the Board.

D. Unit member Rights:

1. The Board and the Council shall assure the grievant freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance.
2. All documents and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Meetings or hearings conducted under this procedure shall not be in public, subject to sunshine laws.

E. Time Limits: Time limits as set forth in this procedure may be extended by mutual written agreement.

F. If the grievance involves misinterpretation, misapplication, or violation of the written Agreement, the employee shall have the right within ten (10) workdays following the decision of the Board to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provision of New Jersey Law. The arbitrator's opinion and award shall be in writing and shall contain detailed findings and conclusions. The arbitrator shall be without authority to add to, modify, or delete any provisions of this Agreement. The recommendations for settlement made by the Arbitrator will be binding on both parties. The cost of the Arbitrator's services, if any, shall be shared equally by the parties and each of the parties shall bear their own costs.

## **ARTICLE IV EMPLOYEE'S RIGHTS**

- A. The Board hereby agrees that every Administrator shall have the right to organize, join, and support the Council for the purpose of engaging in collective negotiations. Nothing contained herein shall be construed to deny or restrict to any employee such rights as may be granted under New Jersey School Law or other applicable laws and regulations.
- B. The Board and Council agree that there shall be no disciplinary action, reprimand, or deprivation of any employees' rights without just cause; further, the Board agrees that no employee will be reduced in rank or compensation or any employment advantage without just cause.
- C. Members of the negotiating team shall be free from reprisals by the Board or its representatives.

## **ARTICLE V COUNCIL RIGHTS AND PRIVILEGES**

- A. The Board agrees to comply with all reasonable requests by the Council for available information within the public domain which may be necessary for the Council to process any grievance or complaint.
- B. The Council shall have the privilege to use school buildings at all reasonable hours for meetings. The Superintendent shall approve in advance of the time and place for all such meetings.
- C. The Council shall have the privilege of reasonable use of the interschool mail facilities and school mail boxes.

## **ARTICLE VI BOARD RIGHTS**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the School District; (b) to hire, promote, transfer, assign, and retain employees in positions in the School District, and to suspend, demote, discharge, or take other disciplinary action against

employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the School District operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever action may be necessary to carry out the mission of the School District in situations of emergency.

## **ARTICLE VII SICK LEAVE**

- A. Twelve month contract employees shall be entitled to twelve (12) sick leave days each contract year as of the first official day of said contract year whether or not they report for duty on that day. Unused sick leave days shall be accumulated in the Hackettstown School System from year to year with no maximum limits to be used for additional sick leave as needed in subsequent years.
- B. Employees are to maintain contact with their respective Supervisors while absent for sickness regardless of the probable duration of such leave.
- C. A physician's certificate indicating permission to return to work must be submitted if an illness exceeds three (3) consecutive school days or five (5) or more days in any ten (10) school day interval prior to resumption of duties. Sick leave protects individuals from loss of pay and is not to be abused. Violations of sick leave policy will result in loss of pay for the day or days involved.
- D. The employee, upon retirement under New Jersey TPAF after ten (10) years of regularly appointed services in the Hackettstown School District, may elect to take terminal leave equivalent to 40% of their accumulated sick days up to a total of 100 days under the following conditions:
  - 1. Notice of intent to retire shall be given by November 1 of the calendar year prior to retirement. The notice shall include the official retirement date and the approximate departure date which will be no sooner than June 30.
  - 2. The salary for the school year in which the retirement is effective shall remain at the same level as on the date the notice of intent is submitted. All other contract provisions in effect at the time of the retirement shall apply.
  - 3. In the event of the death of an administrator while on terminal leave, the balance of the salary payments to the date of the planned retirement shall be paid to the individual's estate, or
- E. The employee may choose to take a lump sum payment of \$30.00 for each day of unused sick days accumulated while in the employ of the Hackettstown School District.

## **ARTICLE VIII TEMPORARY LEAVE OF ABSENCE**

All full time contract administrators shall be entitled to the following leaves of absence with full pay each school year:

- A. One day of personal leave each school year without being required to indicate reason for such leave or to obtain prior approval. Employees are to give prior notification to the Superintendent. It is understood that administrators are frequently called upon for unanticipated additional duty. Upon request by the administrator, the Superintendent may grant compensatory time. If request for compensatory time is denied, the Superintendent shall provide employee with written statement indicating reason for denial.
- B. One day for business leave to take care of business which cannot be transacted other than during school hours. In this instance, the reason must be specifically detailed and explained. Judgment as to the validity and appropriateness of the reason(s) presented for absence because of business necessity shall be solely the responsibility of the Superintendent. Prior written approval of the Superintendent must be obtained.
- C. Personal day and business day entitlement are not accumulative. Personal leave day may be used for religious absence.
- D. If death occurs in the immediate family of any employee, that employee will be allowed absence, without reference to sick leave, at full pay as follows: Allowance of five (5) days for parents or guardians, mother and father-in-law, spouse and own children, step, foster and adopted children, brothers and sisters; three (3) days for grandchildren, grandparents, brother and sister-in-law.
- E. In the event of illness in the immediate family that creates an emergency situation, an employee may use up to three (3) days with full pay without reference to sick leave. Immediate family is here defined as parents, spouse, and own children, step, foster and adopted children.
- F. Employees shall be granted a maternity leave under existing State law. In keeping with State law, accumulated sick day entitlement may be used for periods of disability caused by reasons of pregnancy and maternity.
- G. Temporary leave of absence without pay may be granted by the Board to full-time contract employees. Such leave — for any reason or number of days — shall be granted or denied at the sole discretion of the Board.

## **ARTICLE IX EXTENDED LEAVE OF ABSENCE**

- A. A leave of absence without pay of up to one (1) year may be granted to any employee at the discretion of the Board. Any employee granted an extended leave of absence shall be required to notify the Board of intent to return or not return to work not less than 60 days prior to expiration of the leave.
- B. The Council agrees to forgo any right to sabbatical leave in return for payment by the Board of professional association dues as specified in Article XIII of this Agreement.

## **ARTICLE X VACATION AND HOLIDAYS**

Vacation shall be limited to twenty-two (22) days per year. No more than five (5) days may be reserved after September 1. Administrators' vacation schedules are to be mutually agreed in advance with the Superintendent. Vacation days are not cumulative, except that when regularly scheduled vacations are interrupted for emergencies, these days may be carried over to the next school year. During school holidays administrators are to be on call for duty.

## **ARTICLE XI INSURANCE PROTECTION**

### **A. Health Care Coverage**

The Board shall provide health care insurance protection as designated below . The Board shall pay the full premium for family, single, or dependent plan. Provisions of the health care insurance program shall be detailed in master policies and contracts. The Board of Education will not assume any liability or admit any liability for any coverage not provided in the master policy.

#### **1. Provisions of Coverage**

Provisions of the health care insurance program shall be detailed in master policies and contracts and shall include:

- a. Hospital room and board and miscellaneous costs
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses and therapy treatments
- d. Maternity costs

- e. Surgical costs
  - f. Major-medical coverage, lifetime maximum of one million dollars
  - g. Family Prescription Coverage — \$3.00 co-pay
  - h. Mandatory surgical second opinion program
  - i. Incentive Ambulatory Surgery Program
  - j. Out of hospital mental health benefit: 50% to \$2,000 up to \$80 per visit
2. The health insurance carrier may be selected by the Board. However, any change in carrier must be for a program which is equal to or better than the one currently in existence.

In the event the Board would effect any change in the insurance carrier, it is agreed that there will be no lapse of coverage for employees at the time of change nor will there be any decreases in the type of coverage or benefits.

3. Retirement coverage

Employees who retire from employment may subscribe for continuation of health care insurance coverage as set forth in Paragraphs A-1 and A-2 of Article XI at group subscriber rates as available to the Board. In these cases premiums will be payable by the employee to the Board in accordance with requirements of the Board and the insurance carrier.

4. Physical examinations — Board shall provide \$160 per year towards a complete physical examination.

B. Dental Care Coverage

The Board shall provide employee and family coverage dental care insurance as follows:

Provisions of Coverage

Preventive and Diagnostic — 100%

Basic Services — 80%

Prosthodontic Services — 50%

Child orthodontia coverage — \$800 per case

Maximum amount \$1000. per person, \$50. annual deductible per person or \$150. per family (not applicable to preventive and diagnostic.)

C. The Board shall request the carrier to provide to each administrator a description of insurance coverage provided under this Article, no later than the beginning of the contract year, setting forth a clear description of the conditions and limits of the policy.

## **ARTICLE XII DEDUCTION FROM SALARY**

- A. The Board agrees to deduct salary withholdings for U.S. savings bonds from an employee's paycheck upon receipt of written notice from the employee to do so.
- B. A tax sheltered annuity plan shall be implemented for those administrators wishing to have deductions from salary. This plan shall be limited to a reasonable choice of companies mutually satisfactory to the Council and the Board.

## **ARTICLE XIII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The Board shall provide reimbursement of professional dues for Administrators in the amount of \$600. annually. This benefit for Administrators is in lieu of sabbatical leave available to other professional employees.
- B. To encourage advanced training for Administrators, the Board shall establish a professional development fund in the amount of \$6000. annually. Any Administrator covered under this Agreement may draw against the fund for educational expenses up to a maximum of \$2,000. per year per person. To apply for funding, the Administrator shall present a written proposal and rationale for approval by the Superintendent. Upon approval, the Board shall prepay 50% of the cost of the educational program, an amount not to exceed \$1,000. The balance shall be payable to the Administrator upon presentation to the Superintendent of evidence of successful completion of the program. If the Administrator does not complete the program and present evidence of successful completion, he/she shall reimburse the Board's prepayment within three (3) months of the concluding date of the program. Any monies remaining in the professional development fund at the end of each contract year shall not be carried over into the subsequent year's professional development fund.
- C. Professional Days — At the discretion of the Superintendent, Administrators may be approved for professional days to participate in conferences, workshops or other approved professional activities, except that overnight stays require Board of Education approval.

**ARTICLE XIV**  
**COMPENSATION**

SALARIES — Administrative salaries for individuals occupying the positions on July 1, 1992 shall be as listed below:

**SALARY GUIDE**  
**AGREEMENT WITH COUNCIL OF ADMINISTRATORS**  
**July 1, 1992 to June 30, 1994**

	<b>1992-93</b>	<b>1993-94</b>
HS Principal	82,550	<b>85,870</b>
MS Principal	68,675	<b>72,850</b>
Dir. Special Serv.	68,031	<b>68,031</b>
HH Principal	68,015	<b>71,850</b>
WG Principal	63,155	<b>70,550</b>
HS Vice Principal	67,150	<b>71,400</b>

**ARTICLE XV**  
**MISCELLANEOUS PROVISIONS**

- A. If any provision of this agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. It is understood by all Parties that nothing contained herein shall be construed to deny or restrict to the Board of Education such rights it has or may have under New Jersey School Laws or other applicable laws or regulations.

MEMORANDUM OF AGREEMENT

An Administrator who retires during the 1992-93 school year may elect to take terminal leave equivalent to 40% of accumulated sick leave available in the 92-93 school year, under the following conditions:

1. Salary for the 92-93 school year shall remain at the 91-92 level. All other provisions of the contract in force for the 92-93 school year shall apply during the terminal leave period.
2. Notice of intent to retire under this option shall be given to the Board of Education by June 24, 1992.
3. An Administrator exercising this option agrees to defer any earned vacation time to the period after August 31, 1992. (The Administrator will work through the 1992 summer break.)
4. In the event of the death of the Administrator while on terminal leave, the balance of salary payments to date of planned retirement shall be paid to the individual's Estate.

*[Signature]*  
For the Hackettstown Board of  
Education

*[Signature]*  
For the Hackettstown Council of  
Administrators

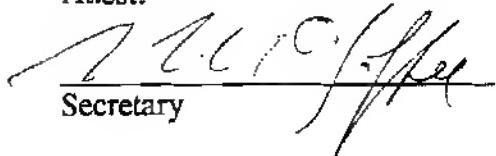
*[Signature]*  
Date 6/24/92

**DURATION OF THIS AGREEMENT:** This Agreement shall be effective July 1, 1992 and continue in effect through June 30, 1994.

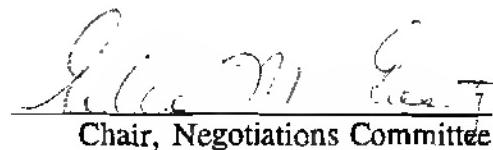
In WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper corporate officers.

THE BOARD OF EDUCATION OF THE TOWN OF HACKETTSTOWN

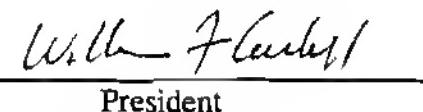
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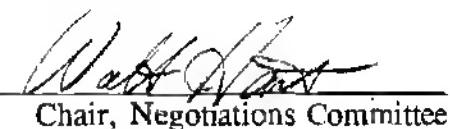
  
J. C. Coffer  
Secretary

BY:   
Bruce D. Stell  
President

  
Eric M. Gantz  
Chair, Negotiations Committee

THE HACKETTSTOWN COUNCIL OF ADMINISTRATORS

BY:   
William F. Clark  
President

  
Walter H. Hart  
Chair, Negotiations Committee